



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

ANITA M. BOCK
Director

June 18, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

**REQUEST TO APPROVE FORM AMENDMENT NUMBER TWO TO EXTEND THE
TERM OF THE SIGN LANGUAGE INTERPRETER AGREEMENTS
(ALL SUPERVISORAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Form Amendment Number Two to extend the term of the existing Agreements for Sign Language Interpretation Services with Fredore D. Crews d.b.a. Crews and Company Interpreting and Goodwill Industries of Long Beach and South Bay, Inc. effective July 1, 2002, on a month-to-month basis for a maximum time period not to exceed six months, at a monthly cost of \$50,000 each for a maximum cost of \$600,000. The cost of the two amendments is financed using \$520,740 in Federal and State revenue and \$79,260 in net County cost. Funds for these amendments is included in the Department's FY 2002-03 Proposed County Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS) or her designee to execute Form Amendment Number Two to the Sign Language Interpreter Services Agreements with Fredore D. Crews d.b.a. Crews and Company Interpreting and Goodwill Industries of Long Beach and South Bay, Inc. to extend the term of the existing agreement on a month-to-month basis, commencing July 1, 2002, for a period not to exceed six months provided that: (a) approval of

County Counsel and the Chief Administrative Office (CAO) is obtained prior to such amendment; and (b) the Director confirms in writing to the Board of Supervisors and the CAO within ten workdays after execution that such amendment has been executed.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The existing agreements expire on June 30, 2002. Extensions of the current agreement is necessary to allow the Department of Human Resources (DHR) and the CAO to file and receive approval of the Budget Implementation Board letter creating the ordained position of Sign Language Specialist effective July 1, 2002.

Upon approval of the Budget Implementation Board Letter, the Department will be able to complete the recruitment, examination and hiring process for the new positions.

The Americans with Disabilities Act (ADA) Section 36.303 requires provision of qualified interpreters for deaf persons. Failure to extend these agreements for sign language interpreter services would place the County at risk of possible legal action.

The Department currently employs three sign language interpreters and supplements this with another seven contract interpreters on a daily basis from the two vendors (four work from the Deaf Services Unit in Covina and three work at MacLaren).

Implementation of Strategic Plan Goals

Continuation of the sign language interpreter services agreements will ensure deaf children and their families served by the Department have easy access to quality information and services that ensure their safety and well being. This is consistent with the principals of the Countywide Strategic Plan, Goal #1, (Service Excellence) and Goal #5, (Children and Families Well-Being).

FISCAL IMPACT/FINANCING

The maximum cost for extending the two agreements will be \$600,000 and will be financed using \$321,900 (53.65%) Federal, \$198,840 (33.14%) State revenue and \$79,260 (13.21%) in net County cost. Funding for this extension is included in the Department's FY 2002-03 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County determined that sign language interpreter services are a Proposition A eligible activity. A Request for Proposals (RFP) was issued in April 2000 to contract for

these services. The RFP was cancelled in July 2000 after a cost analysis demonstrated it was not cost effective to contract for the work. Subsequent attempts to recruit sign

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language interpreters into the County workforce were unsuccessful due to recruitment and wage considerations.

In December 2001, your Board approved a six-month extension of the term for the two agreements for sign language interpreter services so that DCFS, CAO, and DHR could resolve the recruitment and wage issues.

Approval of these amendments will provide sufficient time for the Budget Implementation Board letter to be approved and to complete the recruitment and hiring process, including the requisite background checks for employees stationed at MacLaren.

This Board letter has been reviewed by the CAO and County Counsel. The Form Amendment Number Two has been approved as to form by County Counsel. Both Contractors comply with all Board, CAO, and County Counsel requirements.

CONTRACTING PROCESS

The current agreements were obtained using the procurement by negotiation solicitation process, after the RFP was cancelled in July 2000 and a determination that the continued use of various vendor purchase orders for sign language interpreter services was not appropriate. Approval to execute one-year contracts for the provision of sign language interpreter services with two service providers was granted by your Board of Supervisors in December 2000, pursuant to the State of California, Department of Social Services Purchase of Services Contracting regulations, Section 23-650 (Procurement by Negotiation).

A six-month amendment was approved by your Board in December 2001 to extend the services pending the resolution of wage and recruitment issues. With respect to the original agreements, County Counsel opined that a temporary exemption to the Proposition A requirements be granted under Los Angeles County ordinance 2.121.250 (B)(2) as it was impossible for the County to fill all of the positions required at that time.

With respect to Form Amendment Number One, which extended the term of both agreements by six months, County Counsel approved the Department's request for another exemption to the Agreement's Proposition A requirements under Los Angeles County Code Section 2.121.250 (B) (2) based on the Department's inability to recruit personnel to adequately perform the services for the period of time needed. With respect to Form Amendment Number Two, County Counsel has again approved the

Department's request for exemption from Proposition A requirements, this time under Los Angeles County Code Section 2.121.250(B)(4) as these services are needed on a

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part-time basis pending approval of the Budget Implementation Board letter and hiring the needed staff.

If approved by your Board, the Director of DCFS will execute an amendment to the existing agreements for sign language interpreter services using the attached Form Amendment to ensure uninterrupted services for a maximum of six months.

IMPACT ON CURRENT SERVICES

Approval of this Form Amendment Number Two is essential as sign language Interpretation services are court ordered and legislatively mandated. It is imperative that there be no interruption in providing these services to the three deaf children residing at MacLaren, the seven deaf departmental employees, and for the 246 persons who receive services from the Deaf Services Unit.

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CONCLUSION

Upon approval of this request, please instruct the Executive Officer/ Clerk of the Board of Supervisors to send an adopted copy of this Board Letter to:

1. Department of Children and Family Services
425 Shatto Place. Room 205
Los Angeles, CA 90020
Attention: Theresa Wisda, Manager
2. Office of the County Counsel
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754
Attention: Kathleen Felice, Sr. Deputy County Counsel

Respectfully submitted,

ANITA M. BOCK
Director

AMB:dlf

Attachment (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

AMENDMENT NUMBER TWO

TO FORM AGREEMENT

FOR

SIGN LANGUAGE INTERPRETER SERVICES

BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

FEDORE D. CREWS
D.B.A. CREWS AND COMPANY INTERPRETING

AND

GOODWILL INDUSTRIES
OF LONG BEACH AND SOUTH BAY AREA

**FORM AMENDMENT NUMBER FOR
SIGN LANGUAGE INTERPRETER SERVICES**

This Form Amendment Number Two to the Sign Language Interpreter Services Agreement is made and entered into at Los Angeles, California this ____ day of 2002, by and between the County of Los Angeles, Hereinafter referred to as "COUNTY", and _____ Hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into an Agreement for Sign Language Interpreter Services on _____; and

WHEREAS, it is the intent of the parties to amend this Agreement to further extend its term on a month to month basis not to exceed six months in addition to increasing the maximum contract sum by Three Hundred Thousand dollars (\$300,000); and

WHEREAS, the changes listed below are made pursuant to Section 2.0 Changes and Amendments as set forth in the Form Agreement for Sign Language Interpreter Services; and

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to modify the Agreement as follows:

1. Section 4.0, Term and Termination, is amended to add the following:
 - 4.1 The term of the Agreement shall be extended beginning July 1, 2002, for a period of thirty days automatically extending for an additional thirty-day increments on a month-to-month basis, for a total time period not to exceed six (6) months, unless terminated earlier as provided in the Agreement.
2. Section 5.0, Contract Sum, is amended to read as follows:
 - 5.4 The maximum Contract Sum for the period from the date of execution of Form Amendment Number Two, continuing on a month-to-month basis for a time period not to exceed six months is Three Hundred Thousand U.S. dollars (\$300,000 USD), with the month-to-month maximum amount not to exceed Fifty Thousand dollars (\$50,000 USD).
3. Section 37.0, Consideration of Hiring Gain Participants is amended to read as follows:

37.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

37.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando
Valley
14355 Roscoe Blvd.
Panorama City, CA 91402

Region II – West San
Fernando Valley
Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon Country, CA 91351

Region II – West San Fernando
Valley
Palmdale Sub-Office
1050 E. Palmdale Blvd. #204
Palmdale, CA 93550

Region III – San Gabriel
Valley
3216 Rosemead Blvd.
El Monte, CA 91731

Region III – San Gabriel Valley
GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

Region IV – Central and West
County
2910 W. Beverly Blvd.
Los Angeles, CA 90057

Region IV – Central and West
County
Exposition Park Sub-Office
3965 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria Street

Region VI – Southeast County
5460 Bandini Blvd.

Rancho Dominguez, CA
90221

City of Bell, CA 90201

Region VII – East San
Fernando County
3307 N. Glenoaks Blvd.
Burbank, CA 91504

- 37.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).

CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

4. Section 38.0, County Lobbyist is deleted in its entirety and replaced with the following:

38.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL OTHER EXHIBITS, ATTACHMENTS, TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER TWO FOR SIGN LANGUAGE INTERPRETER FORM
AGREEMENT WITH FEDORE D. CREWS D.B.A. CREWS COMPANY AND
GOODWILL INDUSTRIES OF LONG BEACH AND SOUTH BAY, INC.**

In WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he/she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Anita M. Bock, Director
Department of Children and
Family Services

CONTRACTOR

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

By _____
Deputy County Counsel